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SS DK W BK 689 PG 543  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY AND RETURN TO:	GRANTORS' ADDRESS:	GRANTEE'S ADDRESS:	Indexing Instructions:
EVANS PETREE PC 1000 RIDGEWAY LOOP ROAD, SUITE 200 MEMPHIS, TN 38120 901-525-6781 MS BAR NO. 8577	DESOTO POINTE 1, LLC C/O UTLEY PROPERTIES P.O. BOX 866 OLIVE BRANCH, MS 38654 OFFICE PHONE: 662-895-0099 RESIDENCE PHONE: N/A	EC-SH LLC C/O UTLEY PROPERTIES P.O. BOX 866 OLIVE BRANCH, MS 38654 OFFICE PHONE: 662-895- 0099 RESIDENCE PHONE: N/A	<del>Not Applicable</del> <del>Property is part of a</del> <del>recorded Planned</del> <del>Development Plat</del> Section 6 Township 2 South Range 7 West DeSoto County, MS

Return to:  
Fearnley and Caff, PLLC  
6389 Quail Hollow, Suite 202  
Memphis, Tennessee 38120  
File No: CLC1208001

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **DeSoto Pointe 1, LLC**, a Mississippi general partnership ("Grantor"), does hereby bargain, grant, sell, convey and warrant unto **EC-SH LLC**, a Mississippi limited liability company ("Grantee"), the following described real estate (the "Property") situated in DeSoto County, Mississippi, to-wit:

Lot 1, Plum Point P.D., Area F, as shown on plat of record in Plat Book 96, Page 35, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property. *Sec 6, Twn 2 South Range 7 West*

Being the same property conveyed to Grantor by Special Warranty Deed dated April 27, 2006, in Book 528, Page 194 in the DeSoto County Chancery Clerk's Office.

TO HAVE AND TO HOLD, the aforesaid Property together with all appurtenances including, without limitation, all appurtenant easements and hereditaments thereunto belonging or in any wise appertaining, including, without limitation, all oil, gas and other mineral rights owned by Grantor, unto Grantee, its successors and assigns, in fee simple forever.

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the Property in fee simple; that it has good right to convey the Property; that the Property is marketable and unencumbered except for the permitted exceptions shown on Exhibit "A" attached hereto, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

No part of the Property comprises the homestead of the Grantor.

IN WITNESS WHEREOF, Grantors have executed this Warranty Deed as of the 29<sup>th</sup> day of August, 2012, effective as of the 29<sup>th</sup> day of August, 2012.

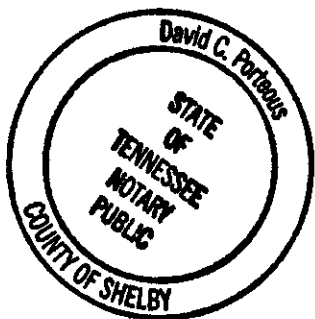
DESOTO POINTE 1, LLC

By: Mark D. Utley  
Typed/Printed Name: Mark D. Utley  
Title: Manager

STATE OF TENNESSEE  
COUNTY OF SHELBY

29<sup>th</sup> PERSONALLY appeared before me, the undersigned authority in and for the said county and state this day of August, 2012, within my jurisdiction, the within named Mark D. Utley, who acknowledged he is a Manager of DeSoto Pointe 1, LLC, a Mississippi general partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

(Seal)



David C. Porteous  
Notary Public

**MY COMMISSION EXPIRES SEPT. 1, 2014**

**EXHIBIT "A"**

**Permitted Exceptions**

1. Ad valorem taxes for 2012 and subsequent years.
2. Any prior recorded reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
3. Any portion of the subject property underlying public roads, any electrical utility lines adjacent to public roads, and rights of others in any public roads and field roads.
4. Zoning and subdivision regulations and health department regulations in effect for DeSoto County, Mississippi
5. 100' Easement to Mississippi Power & Light Co. of record in Book 46, Page 457, and as shown on Plat Book 64, Page 35, in the aforesaid Clerk's office.
6. 30' Easement to Mississippi Power & Light Co. of record in Book 202, Page 182, and as shown on Plat Book 96, Page 35, in the aforesaid Clerk's office.
7. 20' Easement to Horn Lake Creek Basin Interceptor Sewer District of DeSoto County, Mississippi, of record in Book 290, Page 274, in the aforesaid Clerk's office.
8. 30' Easement to Mississippi Power & Light Co. of record in Book 299, Page 702, in the aforesaid Clerk's office.
9. 30' Easement to Mississippi Power & Light Co. of record in Book 281, Page 783, in the aforesaid Clerk's office.
10. Ingress & Egress Easement to DeSoto Pointe, LLC, of record in Book 474, Page 78, in the aforesaid Clerk's office.
11. Unrecorded Billboard Lease and First Amendment to Lease Agreement between Dunavant Enterprises, Inc. and Clear Channel Outdoor, Inc. restricting use of billboard adjacent to I-55.
12. 20' Easement along the East and North lines; 10' utility easement along the North line; 24' ingress and egress easement along the South line and a 30' landscape buffer along the North line, as shown on Plat Book 96, Page 35, in the aforesaid Clerk's office.
13. Rights of parties in possession.
14. Subdivision Restrictions, building lines and easements of record in Plat Book 96, Page 35, in the aforesaid Clerk's office.